

OCTOBER 31, 2003

CONTRACT PERIOD THROUGH ~~OCTOBER 31, 2001-2002~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ON-SITE DRUG TESTING KITS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **OCTOBER 7, 1998**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LH/cl
Attach

Copy to: Clerk of the Board
Stephen Krausnick, Kevin Rodriguez, MCSO, Sheriff's Supply
Sharon Tohtsoni ~~Monica Mendoza~~, Materials Management

SPECIFICATIONS ON CALL FOR BID FOR: ON-SITE DRUG TESTING KITS

1.0 **INTENT:**

The intent of this Call for Bids is to establish an annual purchase contract for **ON-SITE DRUG TESTING KITS** items specifically listed herein, in addition to a blanket discount for related supplies as covered by current pricing. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 **TECHNICAL REQUIREMENTS:**

The test must be a one step immunoassay that detects the presents of drug and drug metabolites from urine specimens at the cutoff levels indicated below:

Cocaine	300 ng
THC	50 ng
Opiates	300 ng
Amphetamine	1000 ng
Methamphetamine	1000 ng
Phencyclidine	25 ng
Barbiturates	300 ng
Benzodiazepines	300 ng
Methadone	300 ng

The test system must be able to test for any or all of the drugs listed. The assay must be in a disposable cassette format with test results visually read by the development (or absence) of a pink (or colored) line. Correlation studies to GC/MS should be greater than 97%. The test should provide a final result within 10 minutes of starting the test. Test system must be capable of testing for multiple drug classes simultaneously on the same test device. Test must be room temperature storable for a minimum of 12 months. Manufacturer or distributor must provide onsite training and be available for consultations for all test sites.

3.0 **GENERAL SPECIFICATIONS:**

3.1 **LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this bid will be a requirements contract. However, this contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

3.2 **CONTRACT LENGTH:**

This call for bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.3 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in

writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.0 **GENERAL SPECIFICATIONS:** (Continued)

3.4 **CURRENT PRICING/RESPONSIBILITY:**

It is the responsibility of the successful vendor to advise the Maricopa County Materials Management Department of any changes which may affect pricing, catalogs, delivery or any condition of this contract. All requests shall be in writing and shall be tendered with a minimum of thirty (30) days notice. This notice in no way obligates the County to accept any change to the awarded contract. No changes to the existing contract will become effective until approved in writing by the Maricopa County Materials Management Department.

3.5 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

3.6 **TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

3.7 **TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.8 **APPROPRIATION CONTINGENCY:**

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

3.9 **SUBCONTRACTING:**

The Trustee may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The

subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

3.0 **GENERAL SPECIFICATIONS:** (Continued)

3.10 **INCORPORATION OF BID INTO THE CONTRACT:**

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

3.11 **AMENDMENTS:**

All amendments to this contract must be in writing and signed by both parties.

3.12 **CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Maricopa County Sheriff's Office department) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

3.13 **VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.14 **NON-COLLUSION:**

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

3.15 **COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3.16 **FINANCIAL STATUS:**

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the

bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

3.0 **GENERAL SPECIFICATIONS:** (Continued)

3.16 **FINANCIAL STATUS:** (continued)

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

3.17 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

3.18 **PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

3.19 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

3.20 **ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.21 **AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the

required course of action Which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.0 **GENERAL SPECIFICATIONS:** (Continued)

3.22 **P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

3.23 **BID PROTESTS AND DISPUTE RESOLUTION:**

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC 1-905, MC 1-906, respectively, of the Maricopa County Procurement Code.

3.24 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.25 **SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

3.26 **CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

3.27 **CONTRACTOR LICENSE REQUIREMENT:**

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona

Registrar of Contractors. A vendor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.0 **GENERAL SPECIFICATIONS:** (Continued)

3.28 **AMPLIFYING DATA:**

Should any bidder wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s)

3.29 **GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

3.30 **DELIVERY:**

Delivery is required F.O.B. Destination.

3.31 **OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.32 **PROVISIONS OF BID DOCUMENTS:**

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

3.33 **INCURRING COSTS:**

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel.

3.34 **PUBLIC RECORD:**

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

3.35 **CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

3.36 **AWARD:**

Award will be made to the lowest responsive/responsible bidder meeting specifications.

3.37 **MBE/WBE PARTICIPATION:**

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts

Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

3.0 **GENERAL SPECIFICATIONS: (Continued)**

3.38 **PRICE REDUCTIONS:**

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 3.38.1 Cancel the contract, if it is currently in effect.
- 3.38.2 Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.
- 3.38.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

3.39 **NEW TECHNOLOGY:**

If a new advance technology, enhancement or a new product becomes available that replaces the product bid for this solicitation we shall be offered the opportunity to purchase that commodity.

3.40 **CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

3.41 **REGISTRATION:**

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

3.42 **SUBMISSION PRICE CLARITY:**

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

3.0 **GENERAL SPECIFICATIONS:** (Continued)

3.43 **COMPLIANCE WITH SPECIFICATIONS:**

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials which meet the specifications or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive non-material deviations. Failure to adequately detail any proposed deviation may be grounds for rejection of the entire bid/proposal.

3.44 **EMPLOYEE PRICING:**

Vendors are requested to include with their bids/proposals/quotes the amount of any discounts they are willing to offer to Maricopa County Employees. The amount of the offered discount, if any, will not be considered in evaluating bids/proposals/quotes to determine which vendor has offered the lowest price or which proposal is determined to be in the best interest of Maricopa County. The County does not want vendors to offer any discount to County Employees that would negatively impact the pricing the vendors offered to Maricopa County for its purchases. Should the vendors have any questions regarding this request, please contact Jim Higgins at (602) 506-3314.

3.45 **INQUIRIES:**

Questions concerning this bid should be directed to:

Jim Higgins
Department of Materials Management
Telephone: (602) 506-3314

JH/ts

DADE BEHRING INC, GLASGOW BUSINESS COMMUNITY, 1717 DEERFIELD ROAD, DEERFIELD, IL 60015
BLDG 500, MS 530, PO BOX 6101, NEWARD, DE 19714-6101
13 READS WAY, NEW CASTLE, DE 19720
SYVA COMPANY, PO BOX 49013, SAN JOSE, CA, 95161-9013

4.0 PRICING:

TESTING KIT \$ 1.95 /ea.

The bidders hereby certify that they have read, understand, and agree that acceptance by Maricopa County of the bidder's offer by the issuance of purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

Warranty: Product is guaranteed to perform as stated in package insert.

Delivery (days ARO): 5 Working days

Vendor to indicate if other governmental agencies may purchase vehicle(s) against this contract. X Yes No

F.O.B. Destination: Freight prepaid and added

<u>CATALOG NUMBER</u>	<u>PRODUCT DESCRIPTION</u>	<u>TEST/BOX</u>	<u>ANNUAL VOLUME (# BOXES)</u>	<u>CONTRACT PRICE PER BOX</u>
6A339UL	SRT d.a.u. 4 Panel (THC/COC/OPI/mAMP)	100	100	\$195.00

TERMS: NET 30

FEDERAL TAX ID NUMBER: 04-2864840

VENDOR NUMBER: ~~04286484 A~~ **042864840**

CONTACT PERSON: **SUZANNE CAPALDO**

TELEPHONE NUMBER: ~~302/ 631-0424 (800) 227-9948, x 4416~~ **847/036-7161**

FAX NUMBER: ~~302/ 631-0410 (800) 322-7982 847/236-7161~~ **847/036-7299**

CONTRACT PERIOD: To cover the period ending ~~OCTOBER 31, 2001-2002.~~
OCTOBER 31, 2003